


MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STATES AIR FORCE'S
45TH SPACE WING
AND THE
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION'S
JOHN F. KENNEDY SPACE CENTER
FOR THE
CAPE CANAVERAL SPACEPORT MANAGEMENT OFFICE

APPROVAL


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1. Reference Documents.

1.1. Joint Operating and Support Agreement (JOSA) Between the 45th Space Wing (45 SW) and the John F. Kennedy Space Center (NASA-KSC), 13 Jan 97, 45 SW No. 15E-2-2, KCA 1354.

1.2. Memorandum of Agreement, Air Force Space Command - National Aeronautics and Space Administration Partnership Council, 28 Feb 97.

1.3. Memorandum for the Director, NASA-KSC, and the Commander, 45 SW, from the Associate Administrator for Procurement, National Aeronautics and Space Administration (NASA), and the Principal Deputy Assistant Secretary for Acquisition and Management, United States Air Force (USAF), dated 29 Oct 97. This memorandum approves the pursuit of acquisition operations and concepts briefed during the Acquisition Strategy Meeting/Panel (ASM/P) on 29 Sep 97.

1.4. Interagency Agreement Between National Aeronautics and Space Administration, John F. Kennedy Space Center and United States Air Force, 45th Space Wing for Joint Planning and Customer Service Office, 22 Jun 00, 45 SW No. 15E-2-18, KCA 1486.

1.5. Interagency Agreement Between National Aeronautics and Space Administration, John F. Kennedy Space Center and United States Air Force, 45th Space Wing for Cape Canaveral Spaceport Board of Directors, 13 Feb 01, 45 SW No. 15E-2-19, KCA 1687.

2. Purpose.

The purpose of this Memorandum of Agreement (MOA) between the National Aeronautics and Space Administration's John F. Kennedy Space Center (NASA-KSC) and the United States Air Force's 45th Space Wing (45 SW) is to establish policies, roles, and responsibilities for joint performance management of the Joint Base Operations and Support Contract (J-BOSC), Contract NAS10-99001.

3. Definitions.

3.1. Agency. The 45 SW or NASA-KSC.

3.2. Contracting Officer's Technical Representative (COTR). The person to whom authority has been delegated in writing by the NASA-KSC Contracting Officer to serve as the technical representative in managing technical aspects of the contract as outlined in NASA Federal Acquisition Regulation (FAR) Supplement (NFS) 1852.242-70.

3.3. Government-Furnished Equipment (GFE). Equipment that is owned by the government and furnished to the J-BOSC contractor for use under the provisions of the contract.

3.4. Integrated Product Teams (IPTs). Teams formed to ensure the efficient use of resources, adequate requirements analyses, and that customer needs are met with respect to the J-BOSC.

These teams are central to the products and associated services provided by the J-BOSC contractor to customers and will involve representatives from the Cape Canaveral Spaceport Management Office (CCSMO), the J-BOSC contractor, and its customers.

3.5. Real Property Assets (RPA). Buildings or physical plant, including its fixtures and fixed equipment, and other infrastructure-related items as listed in each agency's real property records. Real Property Assets include both real property and Real Property Installed Equipment (RPIE).

4. General Policies/Concepts.

The J-BOSC is a joint initiative between NASA-KSC and the 45 SW to combine base support requirements under a single contract that is jointly managed by both agencies for the furtherance of cost efficiencies, customer satisfaction, and marketability of joint resources. The focus of this contract will be to streamline the processes and procedures customers (users) use to identify, secure, and account for services. Customers will establish working relationships with the contractor to secure services as required for their specific mission. Overall management and direction of the contract will be provided by a Board of Directors and the CCSMO composed of members from NASA-KSC and the 45 SW. Further details describing interfaces, business processes, and organizational interrelationships can be found in the CCSMO Business Objective Agreement (BOA) document and the related Joint Documented Procedures (JDPs).

4.1. The J-BOSC was contracted using NASA procurement regulations and authorities.

4.2. Real Property Assets (RPA). In the event that new or replacement RPA must be acquired for use by the CCSMO or J-BOSC contractor, such RPA will be entered into the appropriate Agency's property records based on geographic location (e.g., if constructed on Kennedy Space Center (KSC), the full value of the acquired property will be recorded in the NASA-KSC real property records even though part of the source of funds was provided by the 45 SW). For modifications to existing RPA used by the CCSMO or J-BOSC contractor, the full value of adjustments to RPA book value will be entered on the records of the agency holding the real property record for the asset. Disposition of the RPA will be in accordance with Appendix D of the JOSA. Funding for RPA will be per paragraph 6.4.

4.3. Government-Furnished Equipment (GFE). The goal is to discontinue providing GFE on the J-BOSC contract. To achieve this goal, property will be offered to the contractor on an "as-is" basis and will be replaced by contractor-owned or leased equipment if required. The 45 SW and NASA-KSC will continue to furnish/replace specialized equipment such as propellant handling equipment, fire trucks, and K-loaders. GFE will be entered on the appropriate property account to be maintained by the J-BOSC contractor. The property listing will identify the funding Agency, and in the case of jointly acquired equipment, will list the ratio used to determine funding. GFE will be returned to the agency having original accountability if it is declared excess to the requirements of the J-BOSC. In the case of new/replacement GFE that is funded by both agencies, the Board will decide which agency will retain or dispose of the GFE once it is declared excess to the requirements of the J-BOSC. Funding for GFE will be per paragraph 6.5.

4.4. Costs of the CCSMO administrative functions will be properly funded and equitably distributed to NASA-KSC and the 45 SW based on a mutually agreed to ratio that is validated on an annual basis. The CCSMO will be staffed with an appropriate balance of 45 SW and NASA-KSC personnel, based on Agency workload requirements.

5. Responsibilities.

5.1. Board of Directors.

5.1.1. The charter of the Cape Canaveral Spaceport Board of Directors, hereinafter referred to as the Board, is to provide joint leadership vision and customer focus to the entire Cape Canaveral Spaceport. The Board membership, as well as their roles and responsibilities, are described in the Interagency Agreement between the National Aeronautics and Space Administration, John F. Kennedy Space Center and the United States Air Force, 45th Space Wing, 45 SW No. 15E-2-18, KCA 1486. One of the responsibilities of the Board is to issue policy and guidance to the CCSMO.

5.1.2. Interagency Issues. Issues that may arise during the performance of the J-BOSC, which involve interagency, government-to-government activities will be addressed by the CCSMO. The Board will serve as the next level of authority for assistance and resolution, as needed.

5.1.3. Contract Modification. Any change that entails the addition or deletion of work from other contracts to or from the J-BOSC will require the review/coordination of the CCSMO with customer stakeholders prior to presentation of the Board for approval, regardless of estimated value. Changes approved by the Board will be returned to the CCSMO for contract modification.

5.1.4. Fee Determination. The Board's Chair will be the Fee Determination Official for the J-BOSC.

5.1.5. Award Fee Board. The Award Fee Board will be comprised of the voting members of the Board and will make award fee recommendations to the Fee Determining Official semiannually in accordance with the Award Fee Plan. Reference paragraph 5.2.13, Award Fee.

5.2. Cape Canaveral Spaceport Management Office (CCSMO).

5.2.1. Overall responsibilities. The CCSMO supports the Contracting Officer in the management and administration of the J-BOSC. This responsibility includes award fee evaluation through insight of performance-based activities, administration of GFE, budget planning and execution, and managing all changes to the J-BOSC. The CCSMO has interfaces with three main groups: the Board, the J-BOSC contractor, and the J-BOSC's customers.

5.2.2. Executive Director. The CCSMO's Executive Director is responsible for managing performance of the J-BOSC. The Executive Director serves as the COTR and direct counterpart of the J-BOSC General Manager. The CCSMO's Deputy Director is the Alternate COTR. See paragraph 3.2 for the definition of COTR.

5.2.3. The CCSMO has responsibilities in the areas of budgeting/funding, accounting/cost reporting, and capital investments. In general, the CCSMO will develop the cost accounting system with the J-BOSC that will facilitate cost reporting and full cost accounting to the customers to the extent authorized by each agency's internal guidelines. Refer to paragraph 6 for more details on the CCSMO's financial responsibilities.

5.2.4. Strategic Planning. The CCSMO will assist the Board with strategic planning activities. In partnership with the Board, the J-BOSC contractor, and customers, the CCSMO will review the 45 SW and NASA-KSC strategic plans on a yearly basis to identify those 45 SW/NASA-KSC goals and objectives that can be met through J-BOSC activities. The CCSMO will use an IPT approach to strategic planning. The strategic planning approach will be submitted by the CCSMO for Board approval to include a report on contract efficiencies and/or contract changes required to support the plan. Once approved, the CCSMO will implement the plan and provide periodic progress reports to the Board.

5.2.5. Partnership Initiative. The CCSMO will maintain a partnering relationship with base support customers and the base support providers, such as the Florida Space Authority (FSA) and the J-BOSC General Manager, to obtain views and input on the effectiveness of products, services, and strategic direction of the J-BOSC contractor. All partnering initiatives undertaken pursuant to this MOA with non-federal entities such as FSA or the J-BOSC contractor, must be in compliance with the Federal Advisory Committee's Act, 5 App 2 § 1 et.seq. and applicable agency regulations.

5.2.6. Integrated Product Teams (IPTs). The CCSMO will establish IPTs as necessary to provide insight and track contractor delivery of products and services. These IPTs also will be tasked to develop and implement metrics to monitor the contractor's performance, execute portions of the surveillance plan (which provides grassroots assessment for award fee input), and to provide the CCSMO with items to be emphasized (including special interest items) in the award fee evaluation period. Unresolved issues and performance assessments from the IPTs are forwarded to the J-Champs, which is a higher level IPT comprised of key CCSMO and contractor personnel. J-Champs is the link between the IPTs and the Board of Directors. The J-Champs overall responsibilities are to discuss performance measures and award fee issues in the context of the five contract objectives, which are: safety, health and environmental leadership, keep the plant running, customer satisfaction, expanded capability, and best value.

5.2.7. Customer Service. The CCSMO has overall responsibility for customer service and will coordinate with the J-BOSC contractor and customers to develop a surveillance plan with performance standards and metrics which will measure how well the contractor provides services to the customers. A key measure of the contractor's performance by the CCSMO will be the contractor's establishment of customer interfaces and providing one stop service for customers requesting support from the J-BOSC. The CCSMO will serve as the central clearinghouse within the government for J-BOSC customer satisfaction feedback.

5.2.8. New Business. The day-to-day interface with customers for work within the specific scope of the J-BOSC will be managed directly between the J-BOSC contractor and customers. However, all new J-BOSC business will be managed by the CCSMO, partnered with the J-BOSC contractor and the requester.

5.2.9. International Organization for Standardization (ISO) 9001 Certification. All government processes utilized in the management of the J-BOSC will be certified in compliance with the requirements and objectives of ISO 9001. The CCSMO ISO 9001 certification is part of the NASA-KSC certification certificate.

5.2.10. Interagency Issues and Impasse Resolutions. The CCSMO will endeavor to resolve all issues that involve interagency government-to-government activities of the J-BOSC that may arise during the performance of the contract. The Board will serve as the next level of authority for assistance and resolution, as needed. The CCSMO has the responsibility to present any impasse, the associated issues, the individual Agency's perspective, and a recommendation.

5.2.11. Contract Insight.

5.2.11.1. The CCSMO shall gain insight into contractor performance through contract deliverables, contractor data, and the techniques and tools delineated in the surveillance plan and performance assessments partnered with the J-BOSC IPTs. The CCSMO assures appropriate customer service through establishment and implementation of customer satisfaction and performance metrics, to include the J-BOSC contractor and its customers. The data gathered by application of the metrics shall be used in assessing performance for award fee purposes.

5.2.11.2. Surveillance Plan. The CCSMO will maintain and implement the J-BOSC surveillance plan used to provide government insight into J-BOSC performance. Performance standards, metrics, surveillance tools and methods will be partnered with the J-BOSC contractor, the J-BOSC IPTs, and customers to ensure the appropriate items and proper levels of performance are being maintained. The CCSMO will review modifications to the contract surveillance plan with the Board in a timely manner and complete a review of the plan annually.

5.2.12. Contract Modification. All contract modifications will be managed and are subject to approval by the CCSMO. Changes requiring approval by the Board (reference para 5.1.3) will be returned to the CCSMO/Contracting Officer after approval for contract modification. Both the NASA and the Air Force Contracting Officers will have authority to execute all modifications to the contract, subject to any limitations within their individual contracting officer warrants.

5.2.13. Award Fee. The CCSMO will prepare the award fee presentations for the Award Fee Board and the Fee Determining Official in accordance with the Award Fee Evaluation Plan (Attachment J-8 of the contract). The CCSMO will furnish a performance evaluation report to the Board, which contains a summary of all performance findings from the evaluation period and an award fee recommendation in accordance with the Award Fee Plan.

5.2.14. Ombudsman. The CCSMO will normally try to resolve issues directly with the J-BOSC contractor and may include participation by the Board of Directors. For issues that cannot be resolved between the CCSMO and the J-BOSC contractor, the contractor may contact the NASA-KSC Ombudsman, established under NFS 1852.215-84, for both the acquisition and administration phases of the J-BOSC.

5.2.15. Organization/Staffing.

5.2.15.1. Organization.

5.2.15.1.1. The CCSMO will administer the J-BOSC. The CCSMO is an integrated joint organization comprised of NASA and Air Force personnel. This office will be led by an Executive Director at the Senior Executive Service (SES) level who will report to the Chair of the Board. All personnel assigned to the CCSMO full time will be supervised by the management structure within the organization, to include all inherent supervisory functions such as performance planning, performance reviews, managing attrition issues, and managing personnel growth opportunities. Personnel actions and performance appraisals for each agency's employees assigned to the CCSMO shall be accomplished within the employing agency's personnel system and by that agency's cognizant supervisors/management, within the CCSMO when practicable. The CCSMO, through its assigned and matrixed personnel, will perform contracting, financial, and technical functions as required to manage the contract. The CCSMO will set (or negotiate as otherwise required) common internal guidelines, as permitted by applicable federal statutes, NASA and Air Force policies and regulations, on such matters as leave administration, hours of duty, performance standards, awards, and other operational issues.

5.2.15.1.2. Some of the support personnel required for the CCSMO will be matrixed on an as-needed basis, as permitted by applicable federal statutes and NASA and Air Force policies and regulations. Examples of part-time matrixed support will be legal, personnel, and core technical expertise for out-of-family technical issues (such as expertise from a consolidated NASA facilities or information technology organization). Financial management and contracting personnel will be matrixed and collocated at the CCSMO on a full-time basis, but will remain assigned to their functional home offices.

5.2.15.2. Administration.

5.2.15.2.1. The CCSMO will consist of one organization with three different administrative paths; one for NASA, one for Air Force civil service, and one for Air Force active duty military. Where possible, these three components will have identical approaches to administrative matters.

5.2.15.2.2. Position descriptions and classification determinations will be established for each position in the CCSMO. Positions may be filled by NASA or Air Force civil service employees, or active duty military personnel. Positions involving the same series, the same or comparable duties, and the same level of responsibilities should have common position descriptions, common performance elements and classifications, consistent with each Agency's policy and procedures.

5.2.15.2.3. Positions will be filled through the most efficient method with simultaneous processing of vacancies within the NASA and Air Force civilian and military personnel systems. Each position will be filled with the most qualified candidate from a cross section of NASA and Air Force personnel, seeking to maintain an appropriate balance of NASA to Air Force employees.

5.3. Other Management Interfaces. There are other entities outside the J-BOSC management structure, which deal with joint activities between the 45 SW and NASA-KSC. The Joint Policy Group established by the JOSA, the Spaceport Planning and Customer Service Office (JX) and the NASA/AF Management and Comprehensive Master Planning Office (NASA/TA-F-A) will continue to facilitate joint support activities outside the scope of the J-BOSC. These entities will coordinate their actions closely with the CCSMO as appropriate.

6. Financial Obligations.

6.1. Budgeting/Funding.

6.1.1. Funding required for the execution of the J-BOSC will be developed and advocated by the CCSMO through the J-BOSC budget. This budget will be prepared in accordance with the budget processes and guidance provided by the respective financial offices and program/project offices, as appropriate, for the 45 SW and NASA-KSC. The CCSMO will be responsible for submitting to each Agency, prior to the beginning of the fiscal year, an initial operating plan and will update the plan as required. The purpose of the operating plan is to provide resources phasing and approved funding targets and schedules before the J-BOSC contractor initiates work at the beginning of each fiscal year. Based on each Agency's requirements and priorities established during the budget development process, the CCSMO will determine funding levels required to be provided by each Agency. NASA-KSC will be the responsible Agency for accomplishing all funding actions necessary to provide overall contract funding authority to the J-BOSC. To accomplish this funding activity in a timely manner, it is important that the 45 SW strive to provide up-front annual funding, representing its customers and institutional projects, through the issuance of a single Military Interdepartmental Purchase Request (MIPR) to the NASA-KSC Chief Financial Officer (CFO) at the appropriate program level, representing all Air Force requirements. NASA-KSC program/project offices also will be required to provide timely funding to the CCSMO in accordance with the operating plan. This may be accomplished by the transfer of funds via the issuance of a NASA Form 11-106, Resources Authorization, executed by the NASA-KSC CFO. The CCSMO may adjust funding requirements on the J-BOSC in partnership with each Agency. These funding adjustments may require further coordination between the CCSMO and appropriate NASA-KSC program/project offices or the 45 SW before issuance of contract direction to the J-BOSC contractor. The CCSMO will partner with the 45 SW and NASA-KSC regarding the development of cost-sharing ratios and the allocation of costs between agencies where no clear benefiting program can be determined. The CCSMO will oversee J-BOSC implementation of agreed to cost-sharing ratios and allocated cost methodologies. The CCSMO will be responsible for reviewing these cost distributions periodically to ensure proper allocation of costs to each Agency. Additional budget requests will

require the CCSMO to partner with the J-BOSC contractor in developing out-year budget estimates, decision packages, impact statements, work force analysis, and other special data requirements.

6.1.2. Each Agency will be responsible for budgeting and funding the personnel and related costs for staffing levels provided to the CCSMO. Additionally, the CCSMO will have the responsibility for developing an annual operating plan/budget for its recurring administrative functions. Costs of these CCSMO administrative functions will be properly funded and equitably distributed to NASA-KSC and the 45 SW based on a mutually agreed to ratio that is validated on an annual basis.

6.2. Accounting/Cost Reporting: NASA-KSC will be the responsible Agency for maintaining government accounting records for the J-BOSC. The contractor will collect and report costs to the standard Air Force Accounting System, called "Job Order Cost Accounting System" (JOCAS II), which supports full cost reporting to an end objective. The 45th Comptroller Squadron's Business Systems Section (45 CPTS/FMAS) will process the data and make it available to the CCSMO and the NASA-KSC CFO in a personal computer based on-line ad-hoc format. Additionally, the J-BOSC will submit a monthly 533 Cost Report to the CCSMO and NASA-KSC CFO which will provide a directed level of WBS/cost accounting data for actual costs from the prior month as posted in a monthly 45 SW JOCAS database plus an accrual for the current month. The J-BOSC 533 Cost Report will be the basis for the NASA-KSC CFO recording the official accounting records in coordination with the CCSMO. The CCSMO will provide to each Agency and program/project office, as required, a monthly cost variance and performance report including year-end projections. The CCSMO will coordinate with the J-BOSC contractor, the 45 SW, and NASA-KSC regarding the development of consumption methodologies and algorithms necessary to support each Agency's full cost reporting requirements.

6.3. Billings and Payments: The 45 CPTS/FMAS will provide the NASA-KSC CFO the necessary accounting data monthly, so each Agency's financial office will have the information needed to separately produce monthly billings to its customers. These bills will identify the customer, the costs, and include the agreed upon level of back-up data for the support provided. Billings from NASA-KSC to the 45 SW will be prepared monthly with reference to the specific MIPR number and line item of accounting. This billing will reimburse NASA-KSC for the amount of funding disbursed to the J-BOSC for costs incurred on behalf of the 45 SW. Via the JOCAS, the 45 SW Comptroller Office will be able to retrieve any necessary cost detail of the J-BOSC to satisfy its own inquiries. The NASA-KSC CFO will strive to complete final billings to the 45 SW for the fiscal year within a reasonable time after the September 30th closeout.

6.4. Real Property Assets (RPA).

6.4.1. Acquisition costs of RPA used by the CCSMO or J-BOSC contractor will be shared by each Agency using a cost sharing ratio that has been partnered and agreed to by the participating Agencies. This cost-sharing ratio may be based on the contract-funding ratio of each participating Agency, or some other equitable basis. RPA will be entered into the appropriate

Agency's property records based on geographic location (e.g., if constructed on KSC, the full value of the acquired property will be recorded in the NASA-KSC real property records even though the 45 SW funded part of the RPA's acquisition costs).

6.4.2. Modification costs that increase the asset value of RPA used by the CCSMO or the J-BOSC contractor will be shared by each Agency in the same manner as acquisition costs. The full value of adjustments to RPA book value will be entered on the records of the Agency holding the real property records for the asset.

6.4.3. Operation and Maintenance (O&M) costs of RPA used by the CCSMO or the J-BOSC will be shared by each Agency on the same basis as discussed in paragraph 6.1.1.

6.5. Equipment.

6.5.1. Acquisition costs of Contractor-Replaced Equipment (CRE) used by the J-BOSC will be funded by both Agencies using a cost sharing ratio that has been partnered and agreed to by the participating Agencies. This cost-sharing ratio may be based on the contract-funding ratio of each participating Agency, or some other equitable basis.

6.5.2. Government-Furnished Equipment (GFE) will be entered on the NASA property account to be maintained by the J-BOSC contractor. Title to Air Force equipment/property was transferred to NASA and the contractor will use NASA property accounting procedures. The Air Force retains the right of first refusal on all transferred equipment/property. The equipment/property listing will identify the funding Agency, and in case of jointly-acquired equipment, the listing will also identify the ratio used to determine funding.

6.5.3. O&M costs of CRE or GFE used by the J-BOSC contractor will be shared by each Agency on the same basis as discussed in paragraph 6.1.1.

6.6. Capital Investments: The J-BOSC contractor's investment in, and use of, its own capital equipment is an objective that both NASA and the Air Force will seek to achieve through appropriate contractual means.

7. Liability and Risk of Loss.

Any claims asserted against either party hereto, or naming the United States alone, which arise from activities hereunder shall be processed in accordance with established procedures by the appropriate, cognizant agency as determined in accordance with published regulations. The parties agree to cooperate fully with one another and other cognizant federal agencies in the investigation, review, defense, and/or other disposition of any such claims and actions related thereto. This clause is not intended to address responsibility for government property. As between the parties hereto, the risks of loss and responsibility to disposition and/or replace government property is addressed in paragraph 4.3, Government-Furnished Equipment, and paragraph 4.2, Real Property Assets, set forth elsewhere in this MOA, and as provided in each agency's applicable property regulations. Recovery for damage, loss, or liability attributable to

third parties will be pursued or dispositioned, as appropriate, through the cognizant agency's standard procedures.

8. Intellectual Property.

Intellectual property matters shall be coordinated with the NASA-KSC Technology Programs and Commercialization Office (YA-C1), the NASA-KSC Patent Counsel (CC-A), and the 45 SW Intellectual Property Counsel (45 SW/JAQ). Each party agrees to cooperate fully with the other in ascertaining the level of intellectual property rights needed by the government, identifying any preexisting government rights in the intellectual property, and acquiring and negotiating any government rights or restrictions in the use of intellectual property sought to be used in performance of the tasks related to the subject of this agreement. Consideration for pursuing the government's imposition of protective restrictions on the use of new technology/processes developed under the J-BOSC at government expense or pursuant to this agreement (e.g., patent application prosecution; copyright by contractor with assignment to the government of world-wide, royalty free, perpetual license) shall include coordination with the 45 SW Intellectual Property Counsel (45 SW/JAQ) and the NASA-KSC Patent Counsel (CC-A). The parties shall be responsible for the costs of obtaining such additional rights/protection for intellectual property in proportion to each party's relative needs, the sought and obtained protections, and/or the use of that intellectual property by or for each.

9. Administrative Terms.

9.1. This MOA becomes effective upon signature by the Commander, 45 SW, and the Director, NASA-KSC, and will remain in effect until superseded or terminated. This MOA supersedes the MOA between the 45 SW and NASA-KSC for Joint Performance Management, dated 17 Jun 98.

9.2. Unless otherwise required by statute or published regulations, the provisions of this MOA take precedence and control in the case of conflict between this MOA and other 45 SW or NASA-KSC local regulations, policies, and publications. Further, except as individually modified or replaced by this MOA, the balance of the provisions of the JOSA between the 45 SW and NASA-KSC continue in full force and effect.

9.3. This MOA will be reviewed at least triennially, or upon the request of either party, and may be changed at any time by mutual agreement. The triennial review will be initiated 180 days prior to the anniversary date of the MOA. Proposed amendments and/or modifications will be submitted through normal command channels to the CCSMO.

9.4. In case of mobilization, this MOA will remain in force, subject to the normal modification provisions contained in paragraph 9.3, above.

9.5. Terms and conditions under which either Agency may terminate this MOA shall not limit the remaining party from assuming the undepreciated balance of the existing capital equipment as unilaterally identified to meet its mission requirements.

10. Right to Terminate.

This MOA may be terminated at any time by mutual consent or by either party upon providing the other party written notification a minimum of 1 year prior to the desired termination date.

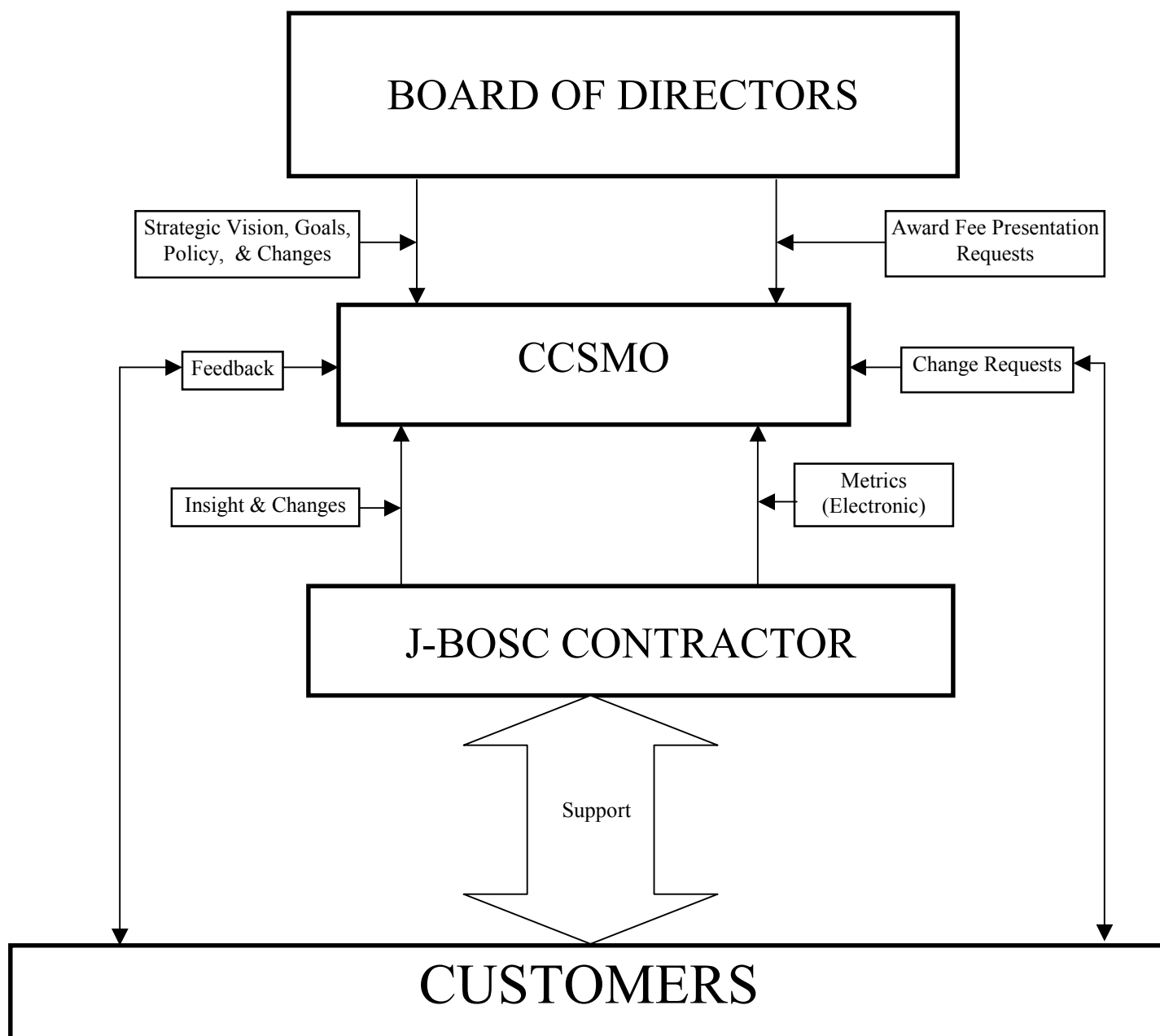
11. Anti-Deficiency Act.

All activities under or pursuant to this MOA are subject to the availability of appropriated funds, and no provision in this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C., section 1341.

TABLE OF ACRONYMS/BREVITY CODES

| | |
|----------|---|
| 45 SW | 45 th Space Wing |
| AF | Air Force |
| ASM/P | Acquisition Strategy Meeting/Panel |
| BOA | Business Objectives and Agreement |
| Board | Board of Directors |
| CCSMO | Cape Canaveral Spaceport Management Office |
| CFO | Chief Financial Officer |
| COTR | Contracting Officer's Technical Representative |
| CRE | Contractor-Replaced Equipment |
| FAR | Federal Acquisition Regulation |
| FSA | Florida Space Authority |
| GFE | Government-Furnished Equipment |
| IPT | Integrated Product Team |
| ISO | International Organization for Standardization |
| J-BOSC | Joint Base Operations and Support Contract |
| JDP | Joint Documented Procedure |
| JOCAS | Job Order Cost Accounting System |
| JOSA | Joint Operating and Support Agreement |
| KSC | Kennedy Space Center (Geographical Location) |
| MIPR | Military Interdepartmental Purchase Request |
| MOA | Memorandum of Agreement |
| NASA | National Aeronautics and Space Administration |
| NASA-KSC | NASA-John F. Kennedy Space Center (NASA Organization) |
| NFS | NASA FAR Supplement |
| O&M | Operations and Maintenance |
| RPA | Real Property Assets |
| RPIE | Real Property Installed Equipment |
| SES | Senior Executive Service |
| USAF | United States Air Force |
| WBS | Work Breakdown Structure |

JOINT PERFORMANCE MANAGEMENT STRUCTURE



Attachment 1